

ZB# 85-33

**Musolino, Schroeder, &
Gittlitz**

71-1-31.1 & 21-2-2

#85-33 - Mossolino, Frances/Shroeder | Gittlitz - Area - multi-Fam.

Prelim.
8/12/85.

Public Hearing
9/9/85.

ACPD to be
notified

8/27/85. Notice delivered
to Sentinel by
Bob Jr.

Area,
Variances
Denied
9/9/85.

TOWN OF NEW WINDSOR		General Receipt		6836	
555 Union Avenue New Windsor, N. Y. 12550		(Muralino / Schroeder) Aug. 29		19 85	
Received of		Board Construction		\$ 25 ⁰⁰ / ₁₀₀	
		Twenty Five and 00/100		DOLLARS	
For		3. B.A. Application Fee - 85-33			
DISTRIBUTION:					
FUND	CODE	AMOUNT			
Check #25.00					
# 1775					
Williamson Law Book Co., Rochester, N. Y. 14609			By Pauline G. Townsend EC Town Clerk Title		

- 8/22/85:
- (1) Copy of Contract.
 - (2) Check
 - (3) Tax map
 - (4) 2 copies of Plans.

Past

**PUBLIC NOTICE OF HEARING
BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR**
PLEASE TAKE NOTICE that the
Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New
York will hold a Public Hearing
pursuant to Section 48-34A of the
Zoning Local Law on the following
proposition:

Appeal No. 33
Request of Francis Musolino &
Robert Schroeder for a
VARIANCE of the regulations
of the Zoning Ordinance to per-
mit 4 Family Multi-Residence
with insufficient lot width and
road frontage being a
VARIANCE of Section 48-12
table of bulk regulations
columns 5 & 9 for property
situated as follows:

Old Windsor Road, New Wind-
sor, NY, known and desig-
nated as tax lot section 65 & 71
Block 2, Lots 2 & 9

SAID HEARING will take place
on the 9 day of September 1985 at

the New Windsor Town Hall, 555
Union Avenue, New Windsor, NY
beginning at 7:30 o'clock p.m.

Daniel P. Konkol
Chairman

By: PATRICIA DELIO, Secretary

State of New York

County of Orange, ss:

Frederick W. Smith being duly sworn

disposes and says that he is

Publisher of the E.W. Smith

Publishing Company, Inc. publisher

of The Sentinel, a weekly newspaper

published and of general circulation

in the Town of New Windsor, and that

the notice of which the annexed is

a true copy was published ONCE

in said newspaper, commencing on

the 29th day of August A.D., 1985

and ending on the 29th day of August

A.D. 1985

Subscribed and shown to before me

this 29th day of Jan., 1986.

Patricia Delio

Notary Public of the State of New York
County of Orange.

My commission expires 3/30/87.

PATRICIA DELIO
NOTARY PUBLIC, State of New York
No. 5970775
Qualified in Orange County
Commission Expires March 30, 1987.

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of
FRANCES MUSOLINO, ROBERT SCHROEDER and
HARRY GITTTLITZ,

DECISION DENYING
AREA VARIANCE

#85-33.

-----X

WHEREAS, FRANCES MUSOLINO, of 327 Old Forge Hill Road, New Windsor, New York 12550, has made application before the Zoning Board of Appeals for area variances for the purpose of:

Construction of four family multi-residential dwellings in an R-5 zone.

WHEREAS, a public hearing was held on the 9th day of September, 1985 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the contract purchasers, HARRY GITTTLITZ and ROBERT SCHROEDER, appeared; and

WHEREAS, the application was opposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant owns a parcel of property containing 37,353 sq. ft. of land and is planning to construct four family dwellings in an R-5 zone.

3. The evidence presented by the applicant failed to substantiate the fact that practical difficulty would be encountered if the applicant was denied an area variance.

WHEREAS, the Zoning Board of Appeals makes the following findings of law in this matter:

1. The evidence shows that the applicant will not encounter practical difficulty if the area variance requested is not granted.

2. The requested variance will result in substantial detriment to adjoining properties and change the character of the neighborhood.

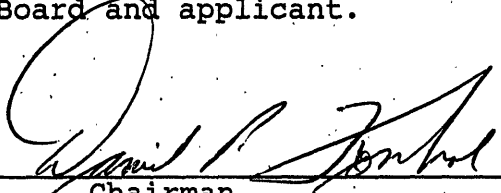
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor DENY the requested area variances as applied for herein.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: September 23, 1985.


Chairman

cc: Mrs. Frances Musolino
327 Old Forge Hill Road
New Windsor, N. Y. 12550

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

85-33

Date: 8/22/85

- I. ✓ Applicant Information: HARRY GITHLITZ 501 ROUTE 108 MONROE, NY.
(a) FRANCIS MUSOLINO, 327 OLD FORGE RD, NEW WINDSOR, NY
(Name, address and phone of Applicant) (Owner)
(b) GITHLITZ & SCHROEDER 501 ROUTE 108, MONROE, NY
(Name, address and phone of purchaser or lessee)
(c) _____
(Name, address and phone of attorney)
(d) CHERITPAZH REALTY HUDSON ST. CORNWALL ON HUDSON, NY
(Name, address and phone of broker)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
☒ Area Variance ☐ Special Permit

III. ✓ Property Information:

- (a) R 5 OLD WINDSOR RD 71-1-31.1 21-2-2 37,353 ✓
(Zone) (Address) (S B L) (Lot size)
(b) What other zones lie within 500 ft.? C
(c) Is a pending sale or lease subject to ZBA approval of this application? Yes
(d) When was property purchased by present owner? 1972
(e) Has property been subdivided previously? NO When? _____
(f) Has property been subject of variance or special permit previously? NO When? _____
(g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? Yes - 6/28/85
(h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO

IV. Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Bulk Regs., Col. 5 & 9.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>7,000 SF/UNIT</u>	<u>9338 SF</u>	
Min. Lot Width <u>750</u>	<u>156</u>	<u>94'</u>
Reqd. Front Yd. <u>40</u>	<u>103</u>	
Reqd. Side Yd. <u>40/40</u>	<u>42/106</u>	<u>1</u>
Reqd. Rear Yd. <u>60</u>	<u>107</u>	
Reqd. Street Frontage*	<u>70</u>	<u>30</u>
Max. Bldg. Hgt. <u>2 1/2 stories</u>	<u>2</u>	
Min. Floor Area* <u>600</u>	<u>800</u>	
Dev. Coverage* <u>70 %</u>	<u>4 %</u>	<u>%</u>
Floor Area Ratio**		<u>%</u>
<u>MAIN LOT AREA 5 AC</u>	<u>3/4 AC</u>	<u>4.25 AC.</u>

* Residential Districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

THE NEED FOR THE VARIANCE WAS CAUSED BY A PRIOR SUBDIVISION AND NOT GRANTING THE VARIANCE WOULD CAUSE AN EXTREME HARDSHIP AS IT WOULD NOT WANT ITSELF TO ANY OTHER USE

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Special Permit:

- (a) Special Permit requested under New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the use and structures proposed for the special permit.

VIII. ✓ Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

IX. Attachments required:

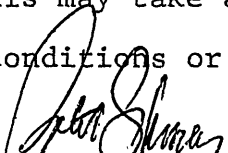
- ✓ Copy of letter of referral from Bldg./Zoning Inspector.
- ✓ Copy of tax map showing adjacent properties.
- ✓ Copy of contract of sale, lease or franchise agreement.
- ✓ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- N/A Copy(ies) of sign(s) with dimensions.
- ✓ Check in the amount of \$ 25.00 payable to TOWN OF NEW WINDSOR.
- ✓ Photos of existing premises which show all present signs and landscaping.

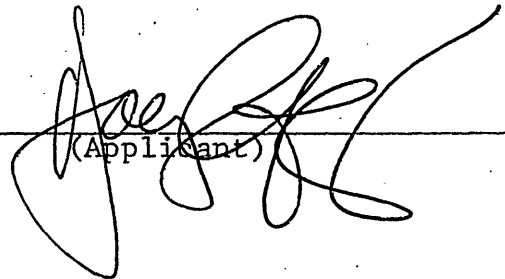
X. AFFIDAVIT

Date 8-16-85

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.


ROBERT S. SCHROEDER
Notary Public, State of New York
No. 3534990
Residing in Orange County, N.Y.
Commission Expires March 30, 1986


(Applicant)

Sworn to before me this

16 day of AUGUST, 19 85

XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
Special Permit is _____
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

September 10, 1985

1763

Frances Musolino
327 Old Forge Hill Road
New Windsor, N. Y. 12550

RE: APPLICATION FOR AREA VARIANCES - #85-33

Dear Mrs. Musolino:

This is to confirm that a public hearing was held regarding the above-entitled application before the Zoning Board of Appeals. The Board voted to DENY your request for area variances at the September 9, 1985 meeting.

Formal decision will be drafted at a later date and acted upon by the Board. You will be receiving a copy by return mail.

Very truly yours,

PATRICIA DELIO
Secretary to Zoning Bd. of Appeals

/pd

cc: Town Building Inspector
Planning Board

Harry Gittlitz
501 Route 208
Monroe, N. Y.

Robert Schroeder
R. D. 2 - Box 75
Jackson Avenue
New Windsor, N. Y. 12550

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD
TOWN BUILDING/ZONING INSPECTOR BABCOCK

FROM: ZONING BOARD OF APPEALS

RE: PUBLIC HEARINGS BEFORE THE ZBA - September 9, 1985

DATE: August 27, 1985

Please be advised that the following public hearings will be heard before the Zoning Board of Appeals on the above date:

KOPPEL, CAROLYN - Use variance

PREVITI, ANGELA - Use variance

MUSOLINO/GITTLITZ/SCHROEDER - Area variances

I have attached hereto copies of the pertinent applications together with public hearing notices which were published in The Sentinel.

Patricia Delio, Secretary
Zoning Board of Appeals

/pd

Attachments

9/9/85

Massolino/Schroeder - Public Hearing

Name:

Address:

objection

Robert C. Maynech

118 Vails Gate Hts Drive

objection

Marie Petrollece

65 Vails Gate Hts Drive

objection

Silverio Petrollece

65 Vails Gate Hts Dr

Theresa Christman

327 Old Forge Hill Rd

Suey Martini

63 Vails Gate Heights

Dr.

Peter Martini 63 Vails Gt. Hts Dr.

objection

←

Bert Mailman

51 Vailgate Hts Dr. New Windsor.

objection

Jack V. Hayano Sr

317 Old Forge Hill Rd

④ Prelim. meeting -
Aug. 12th -
7:30 pm.

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. Date 6/28/, 1985
To ROBERT SCHROEDER + HARRY GITTLITZ 782-5525.
496-5908 (H)
501 ROUTE 208 MONROE N.Y. - RR2 - Box 75
(Mussalino, Mrs.) (owner) Jackson Ave.
N.W.

PLEASE TAKE NOTICE that your application dated 6/28/, 1985
for permit to 4 FAMILY DWELLING - R-5 zone -
at the premises located at S-65 B2 L9 AND S71 B2 L2
OLD WINDSOR RD. - off Jmg Hk Road.

is returned herewith and disapproved on the following grounds:

Area variances (incl. lot area, lot width &
street frontage.)

Michael Babich
Building Inspector

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law,
Section 48-12, Table of Bulk Regs., Col. 599.

Requirements	Proposed or Available	Variance Request
--------------	-----------------------	------------------

Aug. 12th
7:30 pm.

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date 6/28/, 19 85

To ROBERT SCHROEDER + HARRY GITTLITZ 782-5525.
496-5908 (H)

501 ROUTE 208 MONROE N.Y. - RR2 - Box 75
Mussalino, Mrs. (owner) Jackson Ave.
N.W.

PLEASE TAKE NOTICE that your application dated 6/28/, 19 85

for permit to 4 FAMILY DWELLING - R-5 zone -

at the premises located at S-65 B2 L9 AND S71 B2 L2

OLD WINDSOR RD. - off Jngl Hill Road.

is returned herewith and disapproved on the following grounds:

Area Variances (incl. lot area, lot width &
street frontage.)

Michael Babcock
Building Inspector

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law,
Section 48-12, Table of Bulk Regs., Col. 549.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>5 ACRES</u>	<u>37,353 ±</u>	<u>93.46</u> <u>Lot Area</u>
Min. Lot Width <u>250 FEET</u>	<u>156.54</u>	<u>93.46</u> <u>Lot Width</u>
Reqd. Front Yd. <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Side Yd. <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yd. <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Street Frontage* <u>50 FEET</u>	<u>20 FEET</u>	<u>30 FEET</u> <u>Street frontage</u>
Max. Bldg. Fgt. <u>1</u>	<u>1</u>	<u>1</u>
Min. Floor Area* <u>1</u>	<u>1</u>	<u>1</u>
Dev. Coverage* <u>1</u> %	<u>1</u> %	<u>1</u> %
Floor Area Ratio** <u>1</u>	<u>1</u>	<u>1</u>

* Residential Districts only

** Non-residential districts only

law offices

WILLIAM J. HAFT

298 MAIN STREET
P. O. BOX 274
HIGHLAND FALLS
NEW YORK 10928

(914) 446-4921

July 9, 1985

Zoning Board of Appeals
Town of New Windsor
Town Hall
555 Union Avenue
Newburgh, New York 12550

Gentlemen:

I authorize Gittlitz and Schroeder to represent me in connection with the application before your Board for variances on the real property owned by me located on the South Side of Old Windsor Road, Off Forge Hill Road, New Windsor, New York, Zoning District R-5, Tax Map Designation, Section 71, Block 2, Lot 2, and Section 65, Block 2, Lot 9.

Very truly yours,

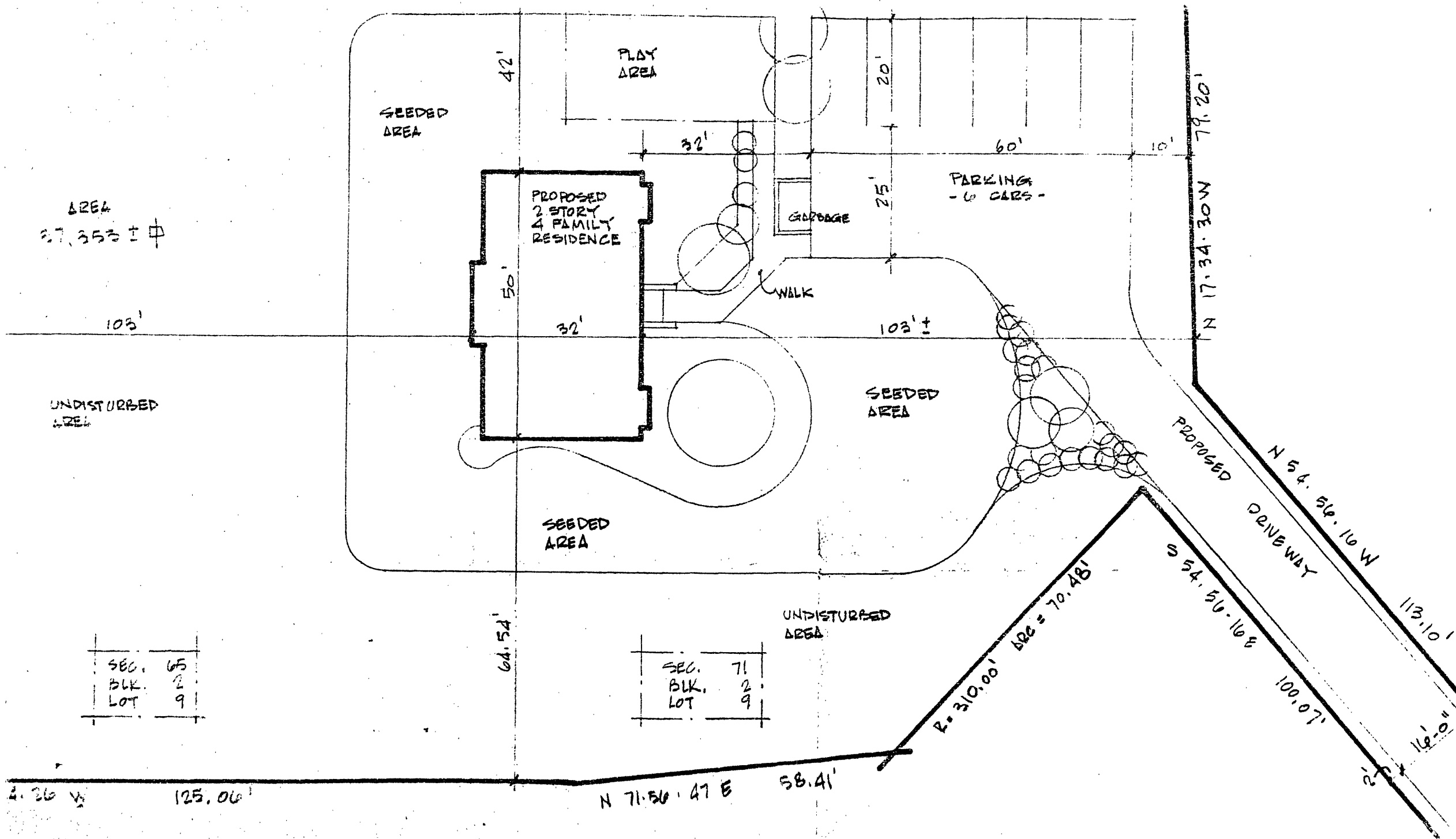
Frances Musolino

FRANCES MUSOLINO

RECEIVED
ATTORNEYS OFFICE
TOWN OF NEW WINDSOR

JUL 15 1985

Patricia Delia



CONTRACT OF SALE made as of the day of March, 1985, between FRANCES MUSOLINO, residing at 327 Old Forge Hill Road, New Windsor, New York 12550, hereinafter called "Seller", who agrees to sell and ROBERT SCHROEDER, residing at Cornwall, New York, hereinafter called "Purchaser" who agrees to buy the Property, herein called "the Premises", more fully described on a separate Page marked "Schedule A", together with seller's interest, if any, in streets as set forth in Paragraph 9.

1. (a) The Purchase Price is \$16,000.00,

Payable as follows:

On the signing of this contract, by check
subject to collection, including down Payment
of \$160.00 Paid to broker

1,600.00

Balance at closing

\$14,400.00

2. All moneys Payable under this contract, shall be either:

a. The balance of Purchase Price by good certified check of Purchaser, or official check of any bank, savings bank, trust company or savings and loan association, having a banking office in the State of New York, Payable to seller or to seller's attorney.

b. Money other than the Purchase Price Payable to the seller at closing may be by check of Purchaser.

3. The Premises are to be transferred subject to:

a. Such state of facts as an accurate survey would reveal Provided title is not rendered unmarketable thereby.

4. Seller shall give and Purchaser shall accept such title as any title company which is a member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title Policy, subject only to the matters Provided for in this contract.

5. "Closing means the settlement of the obligations of seller and

New York 12550, hereinafter called "Seller", who agrees to sell and ROBERT SCHROEDER, residing at Cornwall, New York, hereinafter called "Purchaser" who agrees to buy the Property, herein called "the Premises", more fully described on a separate Page marked "Schedule A", together with seller's interest, if any, in streets as set forth in Paragraph 9.

1. (a) The Purchase Price is \$16,000.00,

Payable as follows:

On the signing of this contract, by check
subject to collection, including down Payment
of \$160.00 Paid to broker

1,600.00

Balance at closing

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2. All moneys Payable under this contract, shall be either:

a. The balance of Purchase Price by good certified check of Purchaser, or official check of any bank, savings bank, trust company or savings and loan association, having a banking office in the State of New York, Payable to seller or to seller's attorney.

b. Money other than the Purchase Price Payable to the seller at closing may be by check of Purchaser.

3. The Premises are to be transferred subject to:

a. Such state of facts as an accurate survey would reveal Provided title is not rendered unmarketable thereby.

4. Seller shall give and Purchaser shall accept such title as any title company which is a member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title Policy, subject only to the matters Provided for in this contract.

5. "Closing means the settlement of the obligations of seller and Purchaser to each other under this contract, including the Payment of the Purchase Price to seller and the delivery to Purchaser of a Bargain and Sale Deed with Covenant Against Grantors Acts deed in Proper statutory form for

recording so as to transfer full ownership (fee simple title) to the Premises free of all encumbrances except as herein stated. The deed will contain a covenant by the seller as required by Section 13 of the Lien Law.

6. Closing will take Place at the office of William J. Haft, 298 Main Street, Highland Falls, New York at 10 a.m. o'clock on August 15, 1985.

7. Purchaser hereby states that Purchaser has not dealt with any broker in connection with this sale other than CherryPatch Realty, Inc. and seller agrees to Pay the broker the commission earned thereby of 10% to be Paid only if and when title is closed and deed delivered.

8. This sale includes all of seller's ownership and rights, if any, in any land lying in the bed of any street or highway, opened or Proposed, in front of or adjoining the Premises to the center line thereof. It also includes any right of seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller will deliver at no additional cost to Purchaser, at closing, or thereafter, on demand, any documents which Purchaser may require to collect the award and damages.

9. If at the time of closing the Premises are affected by an assessment which is or may become Payable in annual installments and the first installment is then a lien, or has been Paid, then for the Purposes of this contract all the unpaid installments shall be considered due and are to be Paid by seller at closing.

10. Taxes are to be apportioned as of midnight of the day before the closing on the basis of fiscal Period for which assessed.

11. Seller shall Pay the amount of any applicable transfer and/or recording tax Payable by reason of delivery or recording of the deed.

12. All money Paid on account of this contract, and the reasonable exPenses of examination of the title to the Premises and of any survey and survey insPection charges are hereby made liens on the Premises and collect-able out of the Premises. Such liens shall not continue after default in Performance of the contract by Purchaser.

13. If seller is unable to transfer title to Purchaser in accordance with this contract, seller's sole liability shall be to refund all money Paid on account of this contract, Plus all charges made for: (i) examining the title; (ii) any aPProPriate additional searches made in accordance with this contract, and (iii) survey and survey insPection charges. UPon such refund and Payment this contract shall be considered cancelled, and neither seller nor Purchaser shall have any further rights against the other.

14. Purchaser agrees to Purchase Premises "as is" and in their Present condition.

15. All Prior understandings and agreements between seller and Purchaser are merged in this contract. It completely exPresses their full agreement. It has been entered into after full investigation, neither Party relying uPon any statements made by anyone else that is not set forth in this contract.

16. This contract may not be changed or cancelled excePt in writing. The contract shall also aPPly to and bind the distributees, heirs, administrators, executors, successors and assigns of the resPective Parties. Each of the Parties hereby authorize their attorneys to agree in writing to any changes in dates and time Periods Provided for in this contract.

17. This contract is subject to the purchaser obtaining at his own expense from the Zoning Board of the Town of New Windsor and/or any other duly constituted authority:

A. The right to erect a four (4) family dwelling on the premises herein described.

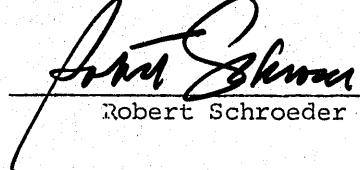
B. A statement that the sewage main elevation does not require a pump.

C. In the event that the foregoing authority and statement cannot be secured on or before August 1, 1985, this contract shall at the option of either party be cancelled and all sums deposited therein shall be returned to the purchaser, and the parties relieved of any liability hereunder.

18. The down payment shall be held in escrow by William J. Haft, the attorney for the seller, pending the closing of title and delivery of the deed.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto the day and year first above written.

Frances Musolino



Robert Schroeder

WILLIAM J. HAFT
LAW OFFICES
298 MAIN STREET
HIGHLAND FALLS, N.Y. 10928

ALL those certain pieces and parcels of land situate, lying and being in the Town of New Windsor, Orange County, New York, and more particularly described as follows:

Parcel II and Parcel III in a Deed from Joseph F. Musolino to Frances Musolino dated March 30, 1972, and recorded in the Orange County Clerk's Office on May 1, 1972 in Liber 1904 of Deeds at Page 1085.

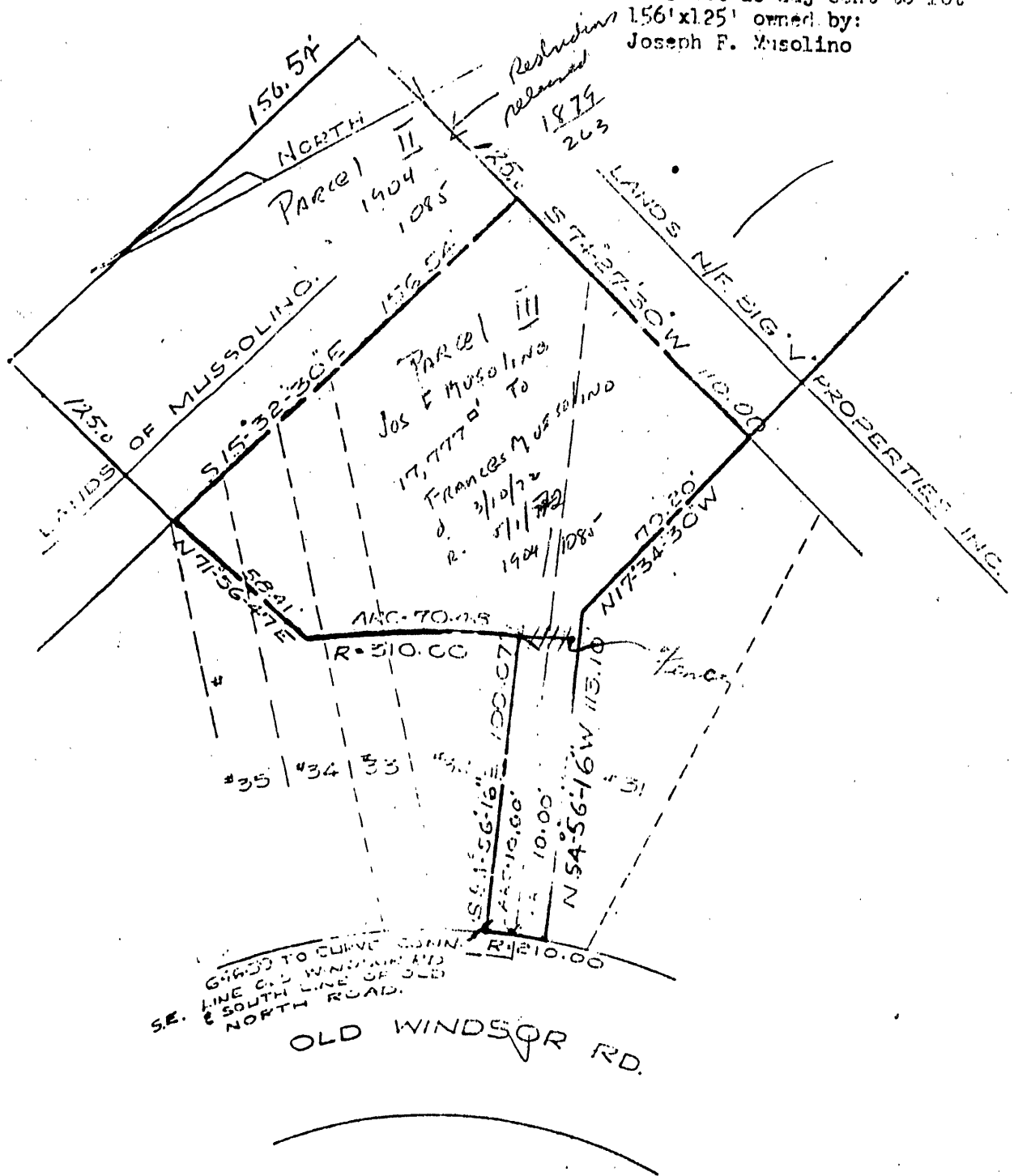
SUBJECT to and together with the agreements contained in a Release of Restrictions Agreement between Joseph F. Musolino and George Hawver and Joyce Hawver dated November 15, 1970, recorded in the Orange County Clerk's Office on July 21, 1971 in Liber 1879 of Deeds at Page 263.

LIAM J. HAFT
LAW OFFICES

98 MAIN STREET
AND FALLS, N.Y. 10928

SCHEDULE A

This lot is adjacent to lot
156'x125' owned by:
Joseph F. Musolino



PLOT PLAN
PORTION LANDS OF
OLD WINDSOR ESTATES
TOWN OF NEW WINDSOR COUNTY OF ORANGE
SCALE 1"=50'
OCTOBER 16, 1968

THIS INDENTURE, made the 30th day of March, 1972.

BETWEEN JOSEPH F. MUSOLINO, residing at 327 Old Forge Hill Road, New Windsor, New York, party of the first part and

FRANCES MUSOLINO, residing at 327 Old Forge Hill Road, New Windsor, New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL those certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, Orange County, New York and more particularly bounded and described as follows:

PARCEL I

BEGINNING at a spike driven in the ground at the intersection of the center line of an old town road known as "The North Road" with the southerly boundary of a branch of the Erie Railroad running from Vails Gate to Newburgh and thence runs along the center of said Old Forge Road the next seven (7) courses;

1. South $51^{\circ} 19'$ East 175.90 feet to a spike and thence;
2. South $47^{\circ} 19'$ East 106.60 feet to a spike and thence;
3. South $41^{\circ} 42'$ East 268.00 feet to a spike and thence;

Road, New Windsor, New York, party of the first part and
FRANCIS MUSOLINO, residing at 327 Old Forge Hill Road, New
Windsor, New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of
ten dollars and other valuable consideration paid by the party of
the second part, does hereby grant and release unto the party
of the second part, the heirs or successors and assigns of the
party of the second part forever,

ALL those certain plots, pieces or parcels of land, with the
buildings and improvements thereon erected, situate, lying and
being in the Town of New Windsor, Orange County, New York and
more particularly bounded and described as follows:

PARCEL I

BEGINNING at a spike driven in the ground at the inter-
section of the center line of an old town road known as "The
North Road" with the southeasterly boundary of a brace of
the Erie Railroad running from Vails Gate to Fowburgh and
thence runs along the center of said Old Town Road the next
seven (7) courses;

1. South $31^{\circ} 09'$ East 175.90 feet to a spike and
thence;
2. South $47^{\circ} 19'$ East 106.60 feet to a spike and
thence;
3. South $41^{\circ} 42'$ East 268.00 feet to a spike and
thence;
4. South $47^{\circ} 29'$ East 275.60 feet to a spike and
thence;

100-1089

5. South $36^{\circ} 37'$ East 144.62 feet to a spike and thence;
6. South $23^{\circ} 00'$ East 160.50 feet to a spike and thence;
7. $10^{\circ} 39'$ East 554.40 feet to a spike and thence along the center of a stone wall;
8. South $74^{\circ} 26'$ West 982.00 feet to a stake at the intersection of two (?) stone walls and thence;
9. North $37^{\circ} 41'$ West 327.00 feet to a stake and thence
10. South $70^{\circ} 15'$ West 55.70 feet to a cross in the center of a small dam, thence along the westerly side of a brook,
11. North $28^{\circ} 19'$ West 484 feet more or less to a 12" elm tree in the southeasterly boundary of the aforementioned branch of the Erie Railroad and thence along same;
12. North $39^{\circ} 41'$ East 472.00 feet to a fence post and thence;
13. North $39^{\circ} 01'$ East 692.00 feet to the place of beginning. Containing 77.47 acres of land more or less.

SUBJECT to public utility grants of record and subject to the rights of the public in and to the so called North Road.

TOGETHER with a right of way over the entire North Road upon which premises of the grantor fronts so as to give access to the grantee to state road #32 and the public highway known as the Old Temple Hill Road.

BEING the same premises described in a deed from Rose Bruckert Kumstar to Joseph F. Musolino dated September 13, 1946 and recorded in the Office of the Clerk of the County of Orange on September 16, 1946 in Liber 1016 of Deeds at page 360. Accepting therefrom all parcels of land conveyed by Joseph F. Musolino by deed recorded in the Office of the Clerk of the County

thence;

7. $10^{\circ} 39'$ East 554.40 feet to a spike and thence along the center of a stone wall;

8. South $74^{\circ} 26'$ West 982.00 feet to a stake at the intersection of two (?) stone walls and thence;

9. North $57^{\circ} 14'$ West 322.00 feet to a stake and thence

10. South $70^{\circ} 10'$ West 55.70 feet to a cross in the center of a small dam, thence along the westerly side of a brook,

11. North $28^{\circ} 10'$ West 484 feet more or less to a 12" elm tree in the southeasterly boundary of the aforementioned branch of the Erie Railroad and thence along same;

12. North $39^{\circ} 41'$ East 472.00 feet to a fence post and thence;

13. North $39^{\circ} 01'$ East 692.00 feet to the place of beginning. Containing 77.47 acres of land more or less.

SUBJECT to public utility grants of record and subject to the rights of the public in and to the so called North Road.

TOGETHER with a right of way over the entire North Road upon which premises of the grantor fronts so as to give access to the grantees to state road #32 and the public highway known as the Old Temple Hill Road.

(BEING the same premises described in a deed from Rose Bruckert Kumstar to Joseph F. Musolino dated September 13, 1946 and recorded in the Office of the Clerk of the County of Orange on September 16, 1946 in Liber 1016 of Deeds at page 360. Accepting therefrom all parcels of land conveyed by Joseph F. Musolino by deed recorded in the Office of the Clerk of the County of Orange.

PARCEL II

Beginning at a point in the boundary line stone wall between the lands of Joseph F. Musolino and lands now or formerly of Rose Kumstar, and which point of beginning is the southwest corner of premises described in Deed dated April 7, 1962, from Joseph F. Musolino to George Hawver and Joyce Hawver, his wife, said deed being recorded the 9th day of April, 1962 in the Office of the Clerk of the County of Orange in Liber 1613 of Deeds at page 1662 and running thence from said point and place of beginning the following courses and distances:

1. North $150^{\circ} 24'$ West along the westerly boundary line of premises described in said deed 156.54 feet to a stake in the ground and being in the southerly boundary line of lands now or formerly of Rosalyn Lowen.
2. South $74^{\circ} 26'$ West along the southerly boundary line now or formerly of Rosalyn Lowen 125.06 feet to a stake.
3. South $150^{\circ} 24'$ East along lands of Joseph F. Musolino 156.54 feet to a stake in line of lands now or formerly of Rose Kumstar.
4. Along the southerly line of lands now or formerly of Rose Kumstar North $74^{\circ} 26'$ East 125.06 feet to the point or place of beginning.

Together with a right of way for all ordinary purposes of ingress and egress over a proposed road 50 feet in width running partially along the westerly line of lands herein described leading to North Road, to be used in common with others and to be maintained for its entire length to North Road, in a reasonably passable condition by Joseph F. Musolino, his heirs and assigns until said right of way is taken over by a municipal body.

The premises herein described are subject to the following:

between the lands of Joseph F. Musolino and lands now or formerly of Rose Kumstar, and which point of beginning is the southwest corner of premises described in Deed dated April 7, 1962, from Joseph F. Musolino to George Hawver and Joyce Hawver, his wife, said deed being recorded the 9th day of April, 1962 in the Office of the Clerk of the County of Orange in Liber 1613 of Deeds at page 1062 and running thence from said point and place of beginning the following courses and distances:

1. North $15^{\circ} 24'$ West along the westerly boundary line of premises described in said deed 156.54 feet to a stake in the ground and being in the southerly boundary line of lands now or formerly of Rosalyn Lowen.

2. South $74^{\circ} 26'$ West along the southerly boundary line now or formerly of Rosalyn Lowen 125.06 feet to a stake.

3. South $15^{\circ} 24'$ East along lands of Joseph F. Musolino 156.54 feet to a stake in line of lands now or formerly of Rose Kumstar.

4. Along the northerly line of lands now or formerly of Rose Kumstar North $74^{\circ} 26'$ East 125.06 feet to the point or place of beginning.

Together with a right of way for all ordinary purposes of ingress and egress over a proposed road (50 feet in width running partially along the westerly line of lands herein described leading to North Road, to be used in common with others and to be maintained for its entire length to North Road, in a reasonably passable condition by Joseph F. Musolino, his heirs and assigns until said right of way is taken over by a municipal body.

The premises herein described are subject to the following:

1. An easement agreement made by Joseph F. Musolino dated August 6, 1958 to the Central Hudson Gas and Electric Corp.

recorded September 30, 1958, in Liber 1477 op. 55, Orange County Clerk's records so far as it affects the above described premises.

2. Subject to local zoning restrictions.

BEING the same premises described in a deed from George Hawver and Joyce Hawver to Joseph F. Musolino dated June 28, 1968 and recorded December 9, 1968 in Liber 1809 of Deeds at page 581, Orange County Clerk's records.

The covenant and restriction marked "3" in said deed, having been released by agreement between Joseph F. Musolino and George Hawver and Joyce Hawver, dated November 18, 1970 and recorded on July 21, 1971 in Liber 1879 of Deeds at page 263, Orange County Clerk's records.

SUBJECT to agreement between Joseph F. Musolino and Vails Gate Construction Corporation dated December 2, 1968 and recorded December 9, 1968 in Liber 1809 of Deeds at page 573, Orange County Clerk's records extinguishing the right of way therein described.

PARCEL III

Beginning at a point in the easterly line of Old Windsor Road, said point of beginning being located 646.59' westerly of the curve connecting the southeasterly line of Old Windsor Road with the southerly line of Old North Road, said point of beginning being the southwesterly corner of Lot #32 of Old Windsor Estates and thence:

1. From said point of beginning and along the easterly line of Old Windsor Road on a curve to the left having a radius of 210⁰ an arc distance of 10.00' to a point and thence;

2. through lot #32, South 54⁰ 56' 16" East 100.07 feet to a point and thence;

3. continuing through Lot #32, all of Lot #33 and a portion of Lot #34 on a curve to the left having a radius of 310'

BEING the same premises described in a deed from George Hawver and Joyce Hawver to Joseph F. Musolino dated June 23, 1968 and recorded December 9, 1968 in Liber 1809 of Deeds at page 581, Orange County Clerk's records.

The covenant and restriction marked "3" in said deed, having been released by agreement between Joseph F. Musolino and George Hawver and Joyce Hawver, dated November 18, 1970 and recorded on July 21, 1971 in Liber 1879 of Deeds at page 263, Orange County Clerk's records.

SUBJECT to agreement between Joseph F. Musolino and Vails Gate Construction Corporation dated December 2, 1968 and recorded December 9, 1968 in Liber 1809 of Deeds at page 573, Orange County Clerk's records extinguishing the right of way therein described.

PARCEL III

Beginning at a point in the easterly line of Old Windsor Road, said point of beginning being located 646.59' westerly of the curve connecting the southeasterly line of Old Windsor Road with the southerly line of Old North Road, said point of beginning being the southwesterly corner of Lot #32 of Old Windsor Estates and thence:

1. From said point of beginning and along the easterly line of Old Windsor Road on a curve to the left having a radius of 210⁰ an arc distance of 10.00' to a point and thence;

2. through lot #32, South 54⁰ 56' 16" East 100.07 feet to a point and thence;

3. continuing through Lot #32, all of Lot #33 and a portion of Lot #34 on a curve to the left having a radius of 310' an arc distance of 70.43 ' to a point and thence;

4. passing through the remainder of Lot #34 and a portion of Lot #35, North $71^{\circ} 56' 47''$ East 58.41' to a point in the line of lands of Musolino and thence;

5. along a portion of the line of lands of Musolino, South $15^{\circ} 32' 30''$ West 156.44' to a point and thence;

6. along the northerly line of lands now or formerly of the Big V Properties, Inc., South $74^{\circ} 27' 30''$ West 110.00' to a point and thence;

7. through Lot #31 of Old Windsor Estates on the following two courses and distances North $17^{\circ} 34' 30''$ West 79.20' to a point; thence North $54^{\circ} 56' 16''$ West 113.10' to a point in the easterly line of Old Windsor Road and thence;

8. along the easterly line of Old Windsor Road on a curve to the left having a radius of 210.00' an arc distance of 10.00' to the point of beginning.

Containing 17,777 square feet.

The above mentioned lot numbers are taken from a map entitled "Old Windsor Estates", dated April 20, 1965, and filed in the Orange County Clerk's Office on December 3, 1965, Map #2172.

PARCEL IV.

All that certain 50 foot right of way situate, lying and being in the Town of New Windsor, County of Orange and State of New York and running in a westerly direction from North Road and more particularly described as follows:

Beginning at a point in the apparent middle of North Road at the northeast corner of Parcel I described in a deed from Joseph F. Musolino to Rosalyn Lowen dated July 23, 1959, and recorded August 5, 1959, in Liber 1514 cp. 203, Orange County Clerk's records and running thence from said point and place of beginning the following courses and distances:

1. South $85^{\circ} 32'$ West 174.72 feet along the northerly line of the premises described in said Lowen deed and along the

5. along a portion of the line of lands of Musolino, South $15^{\circ} 32' 30''$ East 156.54' to a point and thence;

6. along the northerly line of lands now or formerly of the Big V Properties, Inc., South $74^{\circ} 27' 30''$ West 110.00' to a point and thence;

7. through Lot 331 of Old Windsor Estates on the following two courses and distances North $17^{\circ} 34' 30''$ West 79.20' to a point; thence North $54^{\circ} 56' 16''$ West 113.10' to a point in the easterly line of Old Windsor Road and thence;

8. along the easterly line of Old Windsor Road on a curve to the left having a radius of 210.00' an arc distance of 10.00' to the point of beginning.

Containing 17,777 square feet.

The above mentioned lot numbers are taken from a map entitled "Old Windsor Estates", dated April 20, 1965, and filed in the Orange County Clerk's Office on December 3, 1965, Map #2172.

PARCEL IV.

All that certain 50 foot right of way situate, lying and being in the Town of New Windsor, County of Orange and State of New York and running in a westerly direction from North Road and more particularly described as follows:

Beginning at a point in the apparent middle of North Road at the northeast corner of Parcel I described in a deed from Joseph F. Musolino to Rosalyn Lowen dated July 23, 1959, and recorded August 5, 1959, in Liber 1514 cp. 203, Orange County Clerk's records and running thence from said point and place of beginning the following courses and distances:

1. South $85^{\circ} 32'$ West 174.72 feet along the northerly line of the premises described in said Lowen deed and along the

southerly line of said right of way 174.72 feet to the northwest corner of Parcel I described in said deed aforesaid, and running thence;

2. South $74^{\circ} 26'$ West along the northerly line of Parcel II described in said deed and the southerly line of said right of way 125 feet to the northwest corner of Parcel II aforesaid and which point is marked by a stake in the ground and running thence;

3. North $15^{\circ} 34'$ West along the easterly line of lands of Vails Gate Construction Corp., 50 feet to the southerly line of lands of JOseph Musolino and which southerly line is the northerly line of the said right of way, and running thence;

4. Westerly along the southerly line of lands of Joseph Musolino and the southerly line of lands conveyed by Joseph Musolino to Marie Stanford by deed dated May 16, 1963, and recorded on May 20, 1963, in Liber 1638 cp. 1133, Orange County Clerk's Office and which line is also the northerly line of said right of way 300 feet more or less to a point in the apparent middle of North Road and which point is the southeast corner of lands so conveyed to Stanford (now Murphy), and running thence

5. South $10^{\circ} 39'$ East along the apparent middle line of North Road 50 feet to the point or place of beginning.

Subject to the rights of others to use said right of way. Being a portion of the premises described in a deed from Joseph Musolino to Frederick J. Warrers dated February 17, 1964 and recorded February 19, 1964, in Liber 1657 of deeds at page 52, Orange County Clerk's Records.

Being a portion of the lands described in a deed from Eva Broadman, Philip Broadman, and Peter L. Gunn, co-partners doing business as E. P. R. Associates to Vails Gate Construction Corp. dated October 30, 1967, recorded November 2, 1967, in Liber 1780

thence;

2. South $74^{\circ} 26'$ West along the northerly line of Parcel II described in said deed and the southerly line of said right of way 125 feet to the northwest corner of Parcel II aforesaid and which point is marked by a stake in the ground and running thence;

3. North $15^{\circ} 34'$ West along the easterly line of lands of Vails Gate Construction Corp., 50 feet to the southerly line of lands of Joseph Musolino and which southerly line is the northerly line of the said right of way, and running thence;

4. Westerly along the southerly line of lands of Joseph Musolino and the southerly line of lands conveyed by Joseph Musolino to Marie Stanford by deed dated May 16, 1963, and recorded on May 20, 1963, in Liber 1638 cp. 1133, Orange County Clerk's Office and which line is also the northerly line of said right of way 300 feet more or less to a point in the apparent middle of North Road and which point is the southeast corner of lands so conveyed to Stanford (now Murphy), and running thence

5. South $10^{\circ} 39'$ East along the apparent middle line of North Road 50 feet to the point or place of beginning.

Subject to the rights of others to use said right of way. Being a portion of the premises described in a deed from Joseph Musolino to Frederick J. Warners dated February 17, 1964 and recorded February 19, 1964, in Liber 1657 of deeds at page 52, Orange County Clerk's Records.

Being a portion of the lands described in a deed from Eva Broadman, Philip Broadman, and Peter L. Gunn, co-partners doing business as E. P. R. Associates to Vails Gate Construction Corp. dated October 30, 1967, recorded November 2, 1967, in Liber 1780 cp 1053.

BEING the same premises described in a deed from Vails Gate Construction Corp. to Joseph F. Musolino dated December 2, 1968 and recorded in the Office of the Clerk of the County of Orange in Liber 1809 of Deeds at Page 577, on December 9, 1968.

SUBJECT to an easement granted by Joseph F. Musolino to Vails Gate Construction Corp. dated January 14, 1969 and recorded February 27, 1969 in Liber 1814 of Deeds at page 801; Orange County Clerk's Records.

BEING the same premises described in a deed from
Vails Gate Construction Corp. to Joseph F. Musolino dated December
2, 1968 and recorded in the Office of the Clerk of the County of
Orange in Liber 1809 of Deeds at Page 577, on December 9, 1968.

SUBJECT to an easement granted by Joseph F. Musolino
to Vails Gate Construction Corp. dated January 14, 1969 and
recorded February 27, 1969 in Liber 1814 of Deeds at page 801,
Orange County Clerk's Records.

100-1002

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In Presence Of:

Will. J. Haft

There was no consideration paid for this conveyance.

Joseph F. Hunsberr

STATE OF NEW YORK)

SS.:

COUNTY OF ORANGE)

On the 30 day of March, 1972 before me personally came JOSEPH F. MUSOLINO to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

William J. Haft

73

1904 1033

ORANGE COUNTY
0 2 8 1 7 4
REAL ESTATE
TRANSFER TAX
Dept. of Taxation MAY-172
& Finance
PB. 10951
STATE OF NEW YORK
00.00
100

DEED
JOSEPH F. MUSOLINO - to - FRANCES MUSOLINO
Dated: March 30, 1972
Orange County Clerk's Office, s.s. Recorded on the <u>1st</u> day of <u>May</u> 19 <u>72</u> at <u>10:12</u> o'clock <u>PM</u> in Liber <u>1904</u> <u>Deeda</u> at page <u>085</u> and Examined: <u>C. N. Winters</u> LAW OFFICES WILLIAM J. HAFT HIGHLAND FALLS, NEW YORK 10928 E. 1150

LIBER 1904 pg 1094

LIB 1809 p 204

4. The party of the first part covenants and agrees that other lands of the party of the first part located along the westerly line of the 50 foot right-of-way above referred to, for a distance of 280.18 feet on a course of North 15° 34' west from the lands now or formerly of Rose Komstar, and for a depth of 300 feet westerly from said west line of said right-of-way for the aforesaid distance of 280.18^{feet}, and along the northerly line of said proposed road for a depth of 150 feet to where it meets North Road, shall not be used except for residential purposes.

AND WHEREAS, by deed dated June 28, 1968 and recorded in the Office of the Clerk of the County of Orange on the 9th day of December, 1968 in Liber 1809 of Deeds at Page 581, George Hawver and Joyce Hawver, the second parties herein, conveyed the aforesaid premises to Joseph F. Musolino, the first party hereto, and which deed contained the following clause:

3. Subject to the following covenants and restrictions which shall run with the land and be binding upon the purchasers, their heirs and assigns forever.

a. That no building or structure shall hereafter be erected on these premises or any part thereof except a one family residence or dwelling which shall cost not less than \$15,000.00, except that one garage to accommodate not more than two automobiles may also be erected thereon, and except that such residence or dwelling shall be set back at least 50 feet from the east line of the proposed road 50 feet in width set

LIB 1809 p 202

4. The party of the first part covenants and agrees that other lands of the party of the first part located along the westerly line of the 50 foot right-of-way above referred to, for a distance of 280.18 feet on a course of North 15° 34' west from the lands now or formerly of Rose Komstar, and for a depth of 300 feet westerly from said west line of said right-of-way for the aforesaid distance of 280.18/^{feet} and along the northerly line of said proposed road for a depth of 150 feet to where it meets North Road, shall not be used except for residential purposes.

AND WHEREAS, by deed dated June 28, 1968 and recorded in the Office of the Clerk of the County of Orange on the 9th day of December, 1968 in Liber 1809 of Deeds at Page 581, George Hawver and Joyce Hawver, the second parties herein, conveyed the aforesaid premises to Joseph F. Musolino, the first party hereto, and which deed contained the following clause:

3. Subject to the following covenants and restrictions which shall run with the land and be binding upon the purchasers, their heirs and assigns forever.

a. That no building or structure shall hereafter be erected on these premises or any part thereof except a one family residence or dwelling which shall cost not less than \$15,000.00, except that one garage to accommodate not more than two automobiles may also be erected thereon, and except that such residence or dwelling shall be set back at least 50 feet from the east line of the proposed road 50 feet in width set forth hereinabove.

b. That these premises shall not be subdivided or sold except as a whole.

NOW THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the parties hereto do hereby release the lands described in the aforesaid deeds recorded in Liber 1613, cp. 115, and Liber 1809, cp. 581, Orange County Clerk's Records, from the following covenants and restrictions therein contained and which covenants and restrictions are more particularly described as follows:

3. Subject to the following covenants and restrictions which shall run with the land and be binding upon the purchasers, their heirs and assigns forever.

a. That no building or structure shall hereafter be erected on these premises or any part thereof except a one family residence or dwelling which shall cost not less than \$15,000.00, except that one garage to accommodate not more than two automobiles may also be erected thereon, and except that such residence or dwelling shall be set back at least 50 feet from the east line of the proposed road 50 feet in width set forth hereinabove.

b. That these premises shall not be subdivided or sold except as a whole.

4. The party of the first part covenants and agrees that other lands of the party of the first part located along the westerly line of the 50 foot right-of-way above referred to, for a distance of 280.18 feet on a course of North 15° 34' west

b. That these premises shall not be subdivided or sold except as a whole.

NOW THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the parties hereto do hereby release the lands described in the aforesaid deeds recorded in Liber 1613, cp. 115, and Liber 1809, cp. 581, Orange County Clerk's Records, from the following covenants and restrictions therein contained and which covenants and restrictions are more particularly described as follows:

3. Subject to the following covenants and restrictions which shall run with the land and be binding upon the purchasers, their heirs and assigns forever.

a. That no building or structure shall hereafter be erected on these premises or any part thereof except a one family residence or dwelling which shall cost not less than \$15,000.00, except that one garage to accommodate not more than two automobiles may also be erected thereon, and except that such residence or dwelling shall be set back at least 50 feet from the east line of the proposed road 50 feet in width set forth hereinabove.

b. That these premises shall not be subdivided or sold except as a whole.

4. The party of the first part covenants and agrees that other lands of the party of the first part located along the westerly line of the 50 foot right-of-way above referred to, for a distance of 280.18 feet on a course of North 15° 34' west from the lands now or formerly of Rose Komstar, and for a depth

LIBER 1879 PG 205

REC-1619 PG 200

of 300 feet westerly from said west line of said right-of-way for the aforesaid distance of 280.18 feet, and along the northerly line of said proposed road for a depth of 150 feet to where it meets North Road, shall not be used except for residential purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year set forth along side our respective names.

Joseph F. Musolino
Joseph F. Musolino

George Hawver
George Hawver

Joyce Hawver
Joyce Hawver

STATE OF NEW YORK)

: ss.:

COUNTY OF ORANGE)

On this 7 day of November, 1970 and before me personally came JOSEPH F. MUSOLINO to be known to be individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public
Notary Public

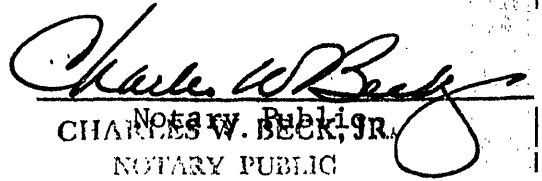
NOTARY PUBLIC
73

STATE OF NEW YORK)

: ss.:

COUNTY OF ORANGE

On this ~~14th~~ day of ~~APRIL~~, 1971 and before me personally came GEORGE HAWVER to be known to be individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.


CHARLES W. BECK, JR.
NOTARY PUBLIC

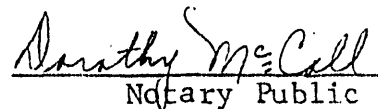
Qualified in Orange County N.Y.
Commission Expires March 30, 1973

STATE OF *Arkansas*)

: ss.:

COUNTY OF *Craighead*

On this ~~18th~~ day of ~~November~~, 1971 and before me personally came JOYCE HAWVER to be known to be individual, described in, and who executed the foregoing instrument, and acknowledged that she executed the same.


Dorothy McCall
Notary Public

Commission Expires 1-6-74

LIBER 1879 PG 267

EX-1879 PG 208

CERTIFICATE OF MAGISTRACY

STATE OF ARKANSAS }
COUNTY OF CRAIGHEAD } SS.

I, OPIE CHAMBERS, Clerk of the Circuit Court within
and for the County aforesaid, duly commissioned and acting,
do hereby certify that Dorothy McCall
is a Notary Public, duly commissioned, acting and sworn; and
that her commission commenced on the 6 day of January,
1970, and expires on the 6 day of January, 1974;
that she is authorized under the laws of the State of Arkansas
to act as a Notary Public and that her official acts are
entitled to full faith and credit.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and affixed the seal of said Court on this 15 day of
June, 19 71.

Opie Chambers
OPIE CHAMBERS
CIRCUIT CLERK

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

July 24, 1985

Mr. Bob Schroeder
501 Route 208
Monroe, N.Y.

RE: 65-2-9 & 71-1-31.1

Dear Mr. Schroeder:

According to my records the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$95.00. Please remit same to the Town Clerk, Town of New Windsor.

Very truly yours,

A handwritten signature in cursive script, reading 'Christian E. Jahrling'.

CHRISTIAN E. JAHRLING IAO
SOLE ASSESSOR
Town of New Windsor



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

21

Christianson Alton & Theresa
327 Old Forge Hill Rd
New Windsor NY 12550

Effron Joseph
571 Main St
Poughkeepsie NY 12601

Canzoneri Carina
323 Old Forge Hill Rd
New Windsor NY 12550

Panella Emilio
410 Bloomingrove Tpke
New Windsor NY 12550

Sun Refining & Marketing Co
ATT: R E Tax Department
1801 Market St
Philadelphia Pa 19103

BILA Partners
c/o William Rosenberg
176 Main Street
Florida NY 10921

Kass Frederick J, Madison
Samuel, & Audrey
23 Sheldon Drive
Cornwall NY 12518

Forge Hill Associates
c/o Tower Management Service
11 G Ivy Lane
Bergenfield NJ 07621

Balmville Estates Inc
PO Box 4053
New Windsor NY 12550

Bromberg William & Arthur
300 Old Forge Hill Rd
New Windsor NY 12550

Hecht Eugene I & Bakker Leonard G
363 Windsor Highway
New Windsor NY 12550

Deyo Jesse Donald & Margaret
340 Windsor Highway
New Windsor NY 12550

Newburgh Board of Education
98 Grand Street
Newburgh NY 12550

New Windsor Packing Corp
Route 32
New Windsor NY 12550

Mugnano Pasquale
353 Old Forge Hill Rd
New Windsor NY 12550

Mayer Barbara C
247-10 76 Ave
Bellrose NY 11426

Stingo Frank R & Esther
349 Old Forge Hill Rd
New Windsor NY 12550

Farrell William & Linda
347 Old Forge Hill Rd
New Windsor NY 12550

Lillemoen Rolf & Lisa
345 Old Forge Hill Rd
New Windsor NY 12550

Dunston John & Alma
343 Old Forge Hill Rd
New Windsor NY 12550

Martini Paul M & Irma A
341 Old Forge Hill Rd
New Windsor NY 12550



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

Selby Edmond M
335 Old Forge Hill Rd
New Windsor NY 12550

Estremera Rose
21 Vails Gate Heights Dr
New Windsor NY 12550

Warshaw Sonnie & Diane
23 Vails Gate Heights Dr
New Windsor NY 12550

Perry Ronald & Marie A
25 Vails Gate Heights Dr
New Windsor NY 12550

Levy Barbara
27 Vails Gate Heights Dr
New Windsor NY 12550

Palumbo Phyllis & Kahaley
Grace
29 Vails Gate Heights Dr
New Windsor NY 12550

Rossi Robert R & Joyce A
31 Vails Gate Heights Dr
New Windsor NY 12550

Warshaw Steven & Ronni
33 Vails Gate Heights Dr
New Windsor NY 12550

Skopin Raymond P & Grace
35 Vails Gate Heights Dr
New Windsor NY 12550

Schmidt Vincent J & Gertrude E
37 Vails Gate Heights Dr
New Windsor NY 12550

Zelkind Frederick S & Thelma
39 Vails Gate Heights Dr
New Windsor NY 12550

Coyle Stephen P & Annelie
41 Vails Gate Heights Dr
New Windsor NY 12550

Ledwith John C III & Jacqueline C
43 Vails Gate Heights Dr
New Windsor NY 12550

Shapiro Martin & Frances
45 Vails Gate Heights Dr
New Windsor NY 12550

Freed Richard & Gloria
49 Vails Gate Heights Dr
New Windsor NY 12550

Maidman Bertrand & Myra
51 Vails Gate Heights Dr
New Windsor NY 12550

Canzoneri Carina
323 Old Forge Hill Rd
New Windsor NY 12550

Diaz Rafael & Dolores
53 Vails Gate Heights Dr
New Windsor NY 12550

Assman Ulrich & Linda
99 Montgomery St
Newburgh NY 12550

Scheiner Isaac & Sally
17 Marion Dr
Newburgh NY 12550



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20

- ✓ Thorpe Mack, William S &
Minnie Pearl
59 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Herring David & Edith
61 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Martini Peter & Lucy
PO Box 331
Vails Gate NY 12584
- ✓ Petrollese Silverio & Marie
65 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Yelin Bella
67 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Dolan Edward A & Eileen
69 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Petrollese Salvatore & Concetta
71 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Luongo Carmine A & Norma
73 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Thomas Puthenparambil A
& Mary Kuty
75 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Doremus David P & Ann S
77 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Thomas Lewis & Rudin Claudia
81 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Mitchell Glen & Regina
89 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Royall Daniel & Viola
97 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Kirby Gennie L
103 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Weissman Ingrid
109 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Mariette Alix & Adel
117 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Windsor Properties
c/o R W Sholes
2300 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Wolff Edwin J Jr & Lorayne
80 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Klein Robert & Harriet
82 Vails Gate Heights Dr
New Windsor NY 12550
- ✓ Kercado Hector & Carol
84 Vails Gate Heights Dr
New Windsor NY 12550



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✓ Maresca John R
86 Vails Gate Heights Dr
New Windsor NY 12550

✓ Napolitano Thomas & Bilie May
110 Vails Gate Heights Dr
New Windsor NY 12550

✓ Nottingham Mary L
PO Box 501
Vails Gate NY 12584

✓ Meyer Bruce & Karen D
90 Vails Gate Heights Dr
New Windsor NY 12550

✓ Dolan Bernard & Beatrice
92 Vails Gate Heights Dr
New Windsor NY 12550

✓ Horton Marvin Lee & Carole Ann
c/o Dept Housing & Urban Dev
374-013271-3203
26 Federal Plaza
New York NY 10278

✓ Velez Jose M
Apt 4C N Broadway 380
Yonkers NY 10701

✓ Obey Paulette & Mirta
102 Vails Gate Heights Dr
New Windsor NY 12550

✓ Hughes John J & Fay E
104 Vails Gate Heights Dr
New Windsor NY 12550

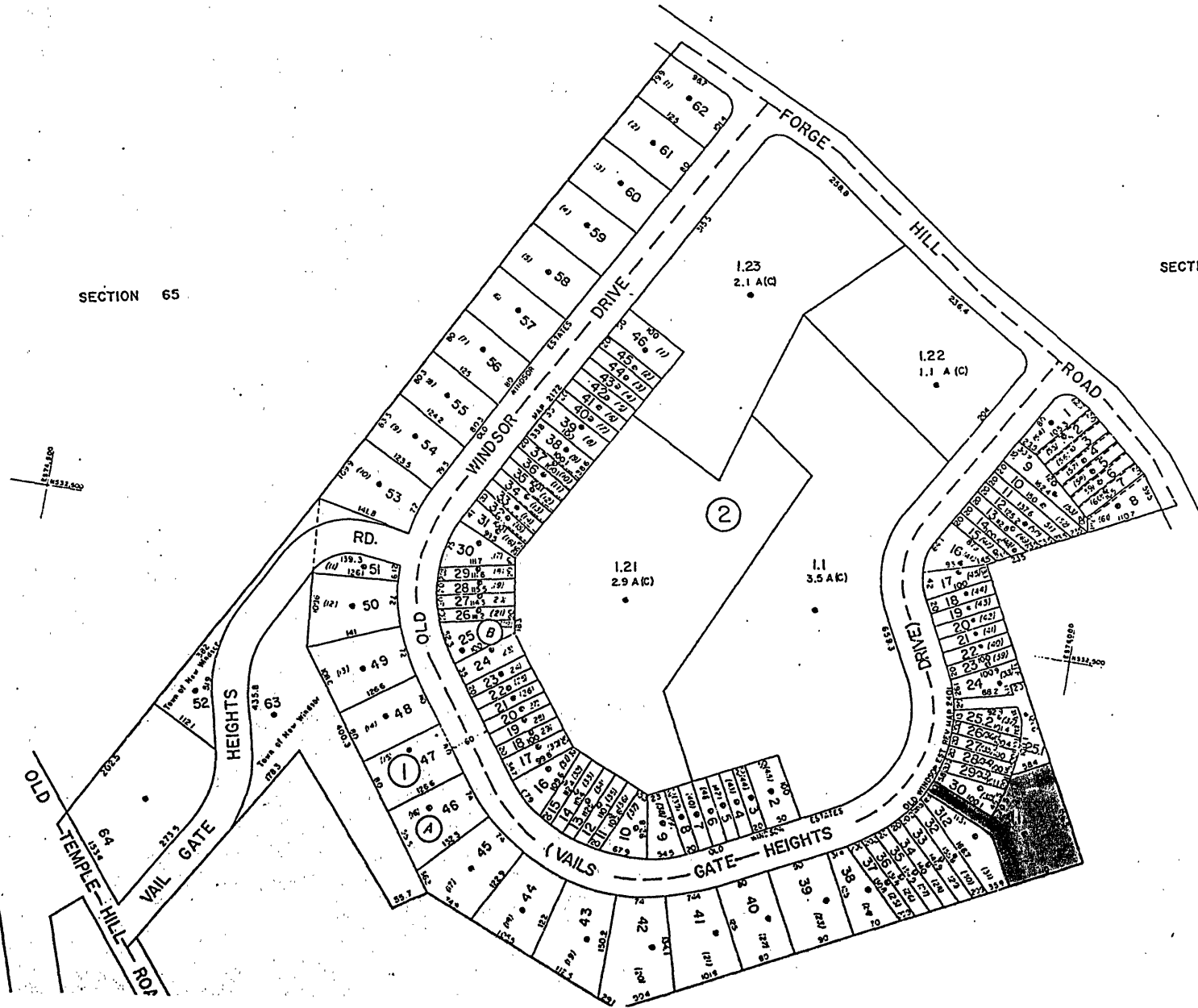
✓ Nakatsu Tetsuo & Mary Ellen
106 Vails Gate Heights Dr
New Windsor NY 12550

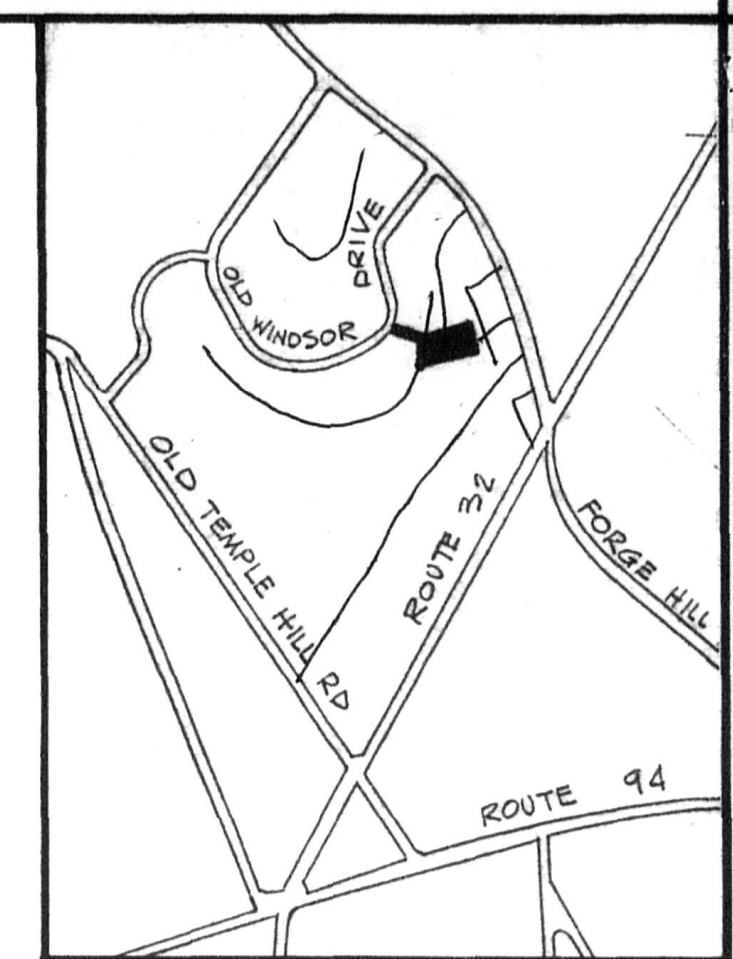
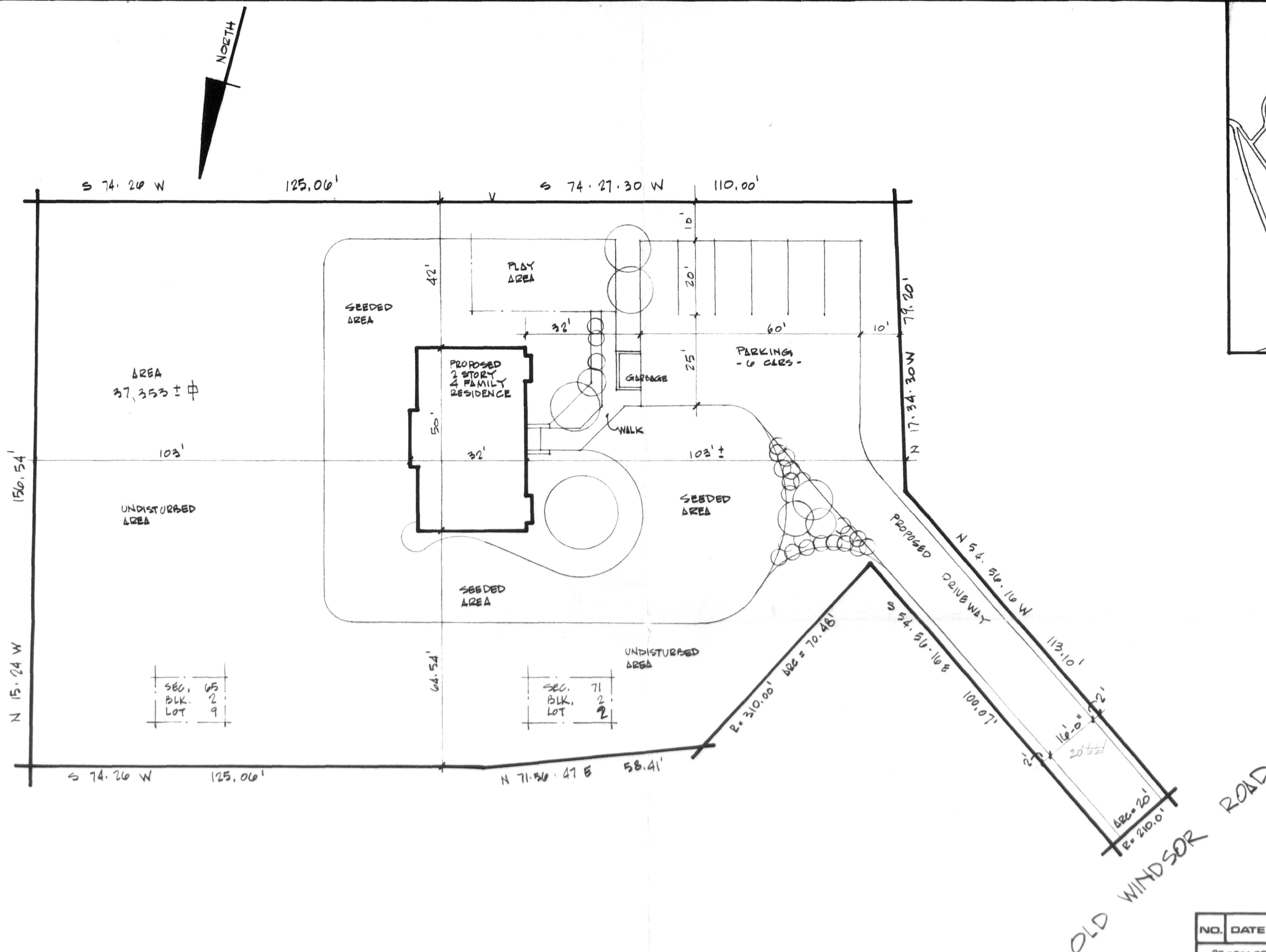
✓ Manna Frank & Margaret
108 Vails Gate Heights Dr
New Windsor NY 12550

SECTION 65

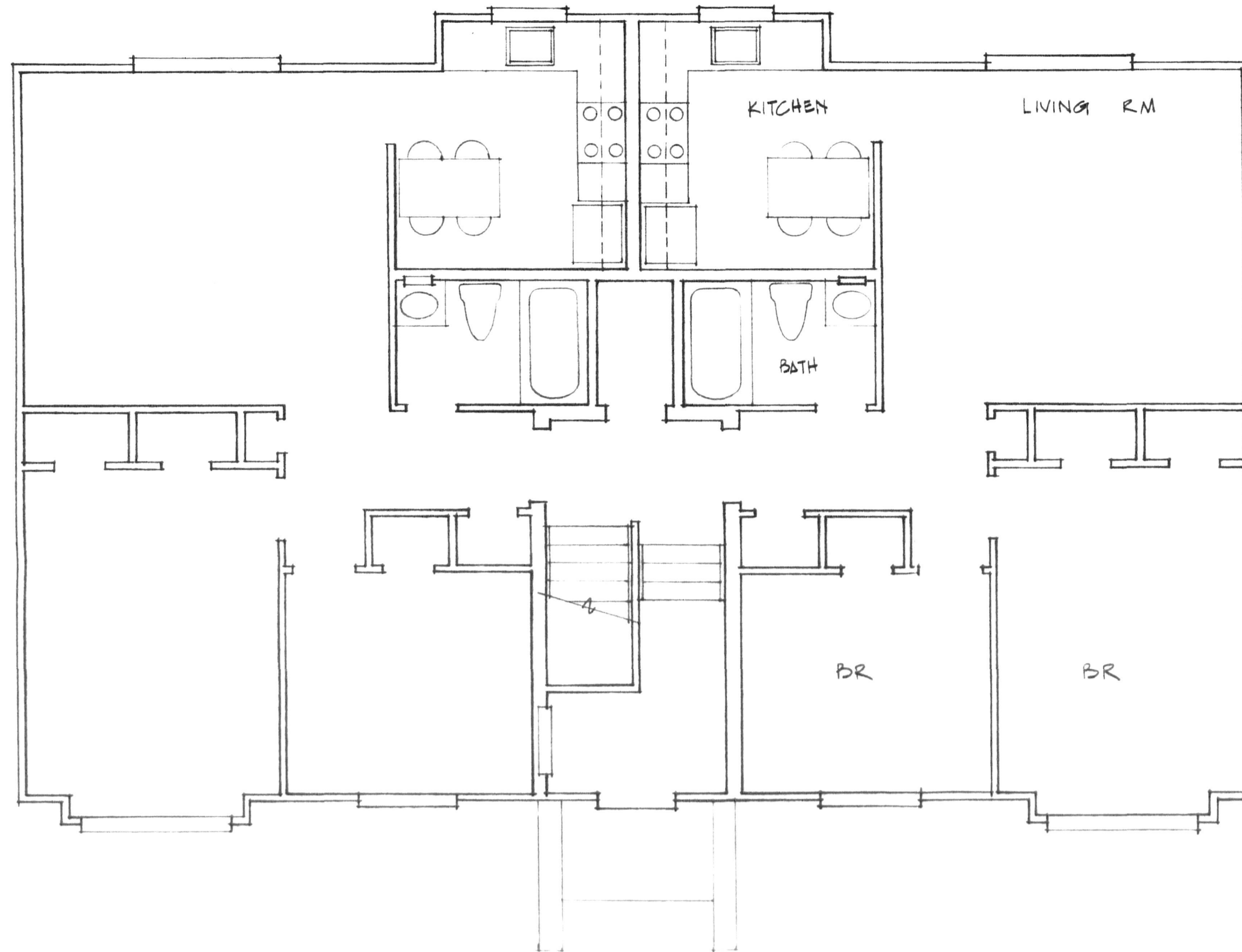
SECTION 65

SECTION 68





NO.	DATE	REVISION
PROPOSED 4 FAMILY DWELLING GITTLITZ & SCHROEDER 501 ROUTE 208 MONROE N.Y.		
SKETCH PLAT		
HARRY GITTLITZ 14 STATE STREET SPRING VALLEY NY 10977 TEL 914 356 1555		DATE MAY 4, 1985 PROJECT NO. SCALE 1" = 20'-0" DRAWING NO.
ARCHITECT		1 OF 2



FLOOR PLAN

NO.	DATE	REVISION
PROPOSED 4 FAMILY DWELLING GITTLITZ & SCHROEDER 501 ROUTE 208, MONROE, N.Y.		
PROPOSED FLOOR PLAN		
HARRY GITTLITZ 14 STATE STREET SPRING VALLEY NY 10977 TEL 914 356 1555		DATE MAY 4, 1985
		PROJECT NO.
		SCALE 1/8" = 1'-0"
		DRAWING NO.
ARCHITECT		<div>2</div> <div>OF 2</div>